

STATE OF GEORGIA
COUNTY OF HABERSHAM

RELEASE

1. For and in consideration of the payments called for herein, and the covenants and representations set forth below, JANIE FRANKLIN ("the Undersigned"), does hereby release, remise and forever acquit the HABERSHAM COUNTY SCHOOL DISTRICT, the HABERSHAM COUNTY BOARD OF EDUCATION and each and all of its past and present Board Members, agents, servants, attorneys and employees, both in their official and individual capacities ("Released Parties") of and from any and all rights, demands, damages, claims, suits, actions or causes of action of any kind whatsoever, in tort, in contract, and in equity, known or unknown, existing, pending, accrued or unaccrued as of the date of this Release and including, but not limited to, any rights, demands, damages, claims, suits, actions, or causes of action whatsoever existing as of the date of this Release. Also, without limiting the generality of the foregoing, the Undersigned hereby releases, settles and extinguishes forever all claims of the Undersigned which were asserted or which could have been asserted, whether known or unknown, accrued or unaccrued as of the date of this Release in the civil action styled JANIE FRANKLIN v. HABERSHAM COUNTY SCHOOL DISTRICT, United States District Court, Northern District of Georgia, Gainesville Division, Civil Action File No. 2:12-CV-0043-WCO.

2. In consideration of the Release set forth in Paragraph 1 above, the sum of Ninety-Eight Thousand Four Hundred Dollars and No Cents (\$98,400.00) shall be paid by the School District within seven days of approval and entry of a stipulated judgment by the court, as follows:

- a. A gross amount of Thirty Two Thousand One Hundred Forty One Dollars (\$32,141.00) made payable to the Undersigned representing the amount the parties have allocated to her claim for overtime wages under the Fair Labor Standards Act and subject to all required tax withholdings;
- b. Thirty Two Thousand One Hundred Forty One Dollars (\$32,141.00)) made payable to the Undersigned representing the amount the parties have allocated to her claim for liquidated damages under the Fair Labor Standards Act and not subject to withholding, with payment reflected on an appropriate IRS Form 1099;
- c. Thirty Four Thousand One Hundred Eighteen Dollars (\$34,118.00) made payable to the Undersigned representing the amount the parties have allocated to her agreement to resign and release the Released Parties from any and all claims and not subject to withholding, with payment reflected on an appropriate IRS Form 1099; and

in full and complete settlement of any and all claims for back wages, front pay, medical expenses, pain and suffering, emotional distress, liquidated damages, punitive damages,

attorney's fees, costs or any and all other items of loss or damages which were or could have been asserted on behalf of the Undersigned in connection with the lawsuit referenced in Paragraph 1 above.

3. The Undersigned intends to retire and will submit her resignation from employment effective August 31, 2012 within 7 days of approval and entry of a stipulated judgment by the court. The resignation will then be accepted at the next meeting of the Board of Education. The undersigned agrees she will be placed on administrative leave with pay for the months of June, July, and August, 2012, effective immediately. This leave will expire on August 31, 2012, unless approval and entry of a stipulated judgment by the court has been delayed, in which case, leave shall continue through and including the date of the approval and entry of said judgment. Plaintiff will be allowed to remove any personal items she has in her office at a mutually agreeable time and in the presence of a member of the board or the superintendent.

4. As a part of the consideration for the payments of the sums described above, the Undersigned expressly warrants and represents, and does for herself, her heirs, executors, administrators, other legal representatives and assigns, that prior to the execution of this Release, she has not conveyed, transferred, pledged, hypothecated, or in any other manner whatsoever signed or encumbered any of the rights, demands, damages, claims, suits, actions or causes of action released herein.

5. This Release is to compromise a disputed claim and for no other purpose. All parties agree, understand, and acknowledge, that the parties released hereby recognize, admit, or acknowledge no liability whatsoever to the Undersigned and, further, that the parties released hereby specifically deny any such liability. Neither this Release nor any payment hereunder is to be construed as an admission of liability on the part of the parties released hereby.

6. In entering into this Release, the Undersigned represents that she has relied upon the legal advice of her own attorney, who is the attorney of her own choice, and that the terms of the Release have been completely read and explained to her by her attorney and that those terms are fully understood and voluntarily accepted by her.

7. In addition to the payment set forth and described in Paragraph 2 above, the sum of Twelve Thousand Seven Hundred Fifty Dollars (\$12,750.00) shall be paid by the School District within seven days of approval and entry of a stipulated judgment by the court jointly to the Undersigned and JF Beasley, LLC, representing the amount the parties have separately allocated to the payment and reimbursement of Plaintiff's attorney's fees and costs. Neither party shall be required to pay any attorney's fees or costs other than those specifically set forth and described in this paragraph.

8. The Undersigned understands and agrees that she is fully responsible for any and all of the federal, state and local taxes and social security payments, if any, owed on the sums paid under this Release, other than the employer's share of FICA on the sum described in Paragraph 2(b) above. The parties to this Release acknowledge that no tax advice has been given, received or relied upon by any party to the other regarding any aspect of this Release.

9. This Release contains the entire agreement between the parties and shall be binding and inure to the benefit of the executors, administrators, representatives, successors and assigns of all parties hereto.

10. The parties agree to keep the terms of this Agreement confidential, subject to any disclosure obligations they may have under applicable law.

Executed under hand and seal of the Undersigned this 12 day of June, 2012.

Janie Franklin
Janie Franklin

This Release has been read, approved and the signature above witnessed by the undersigned attorney.

John Beasley

9. This Release contains the entire agreement between the parties and shall be binding and inure to the benefit of the executors, administrators, representatives, successors and assigns of all parties hereto.

10. The parties agree to keep the terms of this Agreement confidential, subject to any disclosure obligations they may have under applicable law.

Executed under hand and seal of the Undersigned this ____ day of June, 2012.

Janie Franklin

This Release has been read, approved and the signature above witnessed by the undersigned attorney.



John Beasley